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Mayor Charles Henderson called the meeting to order at 8:31 a.m.

Mr. Beville moved to approve the minutes of February 23rd as presented.
Second by Mr. Hoover. Vote: Ayes.

On behalf of Precedent South Business Center, Section 1, Block 3, Jeff Knarr of Projects Plus asked for acceptance of performance bonds and execution of the final plat. Mr. Peoni confirmed that the bonds are in order, and the Law Department has approved the form. The plat has not had its final review. Mr. Hoover moved to:

- 1) Accept performance bond #5019974 in the amount of \$314,559 from Bond Safeguard Insurance Company for the installation of the dirtwork and storm sewers at Precedent South Business Center, Section 1, Block 3.
- 2) Accept performance bond #5019975 in the amount of \$145,104 from Bond Safeguard Insurance Company for the installation of the erosion control at Precedent South Business Center, Section 1, Block 3.
- 3) Accept performance bond #5019976 in the amount of \$14,877 from Bond Safeguard Insurance Company for the installation of the sanitary sewer at Precedent South Business Center, Section 1, Block 3.
- 4) Execute the final plat, all subject to:
 - a. Review and approval of the final plat by both the Engineering and Planning Departments.

Second by Mr. Beville. Vote: Ayes.

Regarding Precedent South Business Center, Section 4, Block 13, Lot 13B, Mr. Knarr explained that they are subdividing Block 13 into a little less than three-acre parcel to create Lot 13B. The purchaser has had eye surgery and has not been able to sign the plat at this point, said Mr. Knarr. In conversation with Mr. Ferguson, Mr. Knarr learned that bonds will not be necessary at this point, since the parcel will be broken into lots later on. This is near the Gerdt Furniture building. After discussion, Mr. Hoover moved to execute the final plat, subject to final review and approval by the Planning, Engineering and Law departments. Second by Mr. Beville. Vote: Ayes.

Donna Smithers of Northpointe Surveying, Inc. was next to represent Schoolcraft Development for Southpark Business Center, Section 4, Block B, Lot 4. They are requesting acceptance of performance bonds and the Inspection & Testing Agreement. Mr. Peoni confirmed that the amounts and improvements shown on the bonds are correct; however, the name of the project is not properly shown on the bonds. The Inspection & Testing Agreement is in order and the 50% fee has been paid. Mr. Hoover moved to:

- 1) Accept performance bond #717672S in the amount of \$99,404 from Developers Surety and Indemnity Company for the installation of the private dirtwork and storm sewers at Southpark Business Center, Section 4, Block B, Lot 4.
- 2) Accept performance bond #717673S in the amount of \$8,424 from Developers Surety and Indemnity Company for the installation of the private erosion control at Southpark Business Center, Section 4, Block B, Lot 4.
- 3) Accept the Inspection & Testing Agreement for all items except sanitary sewers and accept the 50% upfront fee, all contingent upon:
 - a. Receipt of the ORIGINAL performance bonds with the correct project name.
 - b. Review and approval of the performance bonds by the Law Department.

Second by Mr. Beville. Vote: Ayes.

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For Meadows at Bainbridge, Section 5, Phase 1 & 2, Jay Alley of Portrait Homes asked for execution of the final plats. This is the Horizontal Property Regime (HPR) concept. Mr. Peoni indicated that he understands that, for an HPR, State law permits the plat to be recorded prior to the improvements being installed and accepted. Mr. Alley told the Board that they posted letters-of-credit (LOC's) as performance guarantees for both sections before they were issued land alteration permits. He reported that the sanitary and storm sewers are basically completed, as well as the dirtwork. They intend to have the public improvements completed within the next thirty days and hope to be able to pull building permits by the end of April, weather permitting. Mr. Hoover moved to execute the final plats for Meadows at Bainbridge, Section 5, Phase 1 & 2, subject to final review and approval by the Engineering and Planning departments. Second by Mr. Beville. Vote: Ayes.

Chris Turnbough of Anderson Engineering, on behalf of O'Reilly Auto Parts, requested permission to encroach an existing 35' drainage, utility and sanitary sewer easement on the north side of the site and an existing 50' drainage easement on the west side of the site. A letter describing the request and a drawing were available for the Board's review. Landscaping will be installed on both the north and west sides, and a trash pad on the west side, as well. Mr. Turnbough gave more detail on the landscaping. The City Attorney recommended a formal encroachment agreement, with the amount of waivers requested. After discussion Mr. Hoover moved to grant a waiver to allow landscaping on the north side of the property, an agreement to be prepared by the City Attorney, with terms and conditions as has been done in the past. Second by Mr. Beville. Vote: Ayes. Mr. Hoover then moved that staff prepare an encroachment agreement allowing construction of the parking lot encroachment, with terms and conditions as done in the past. Second by Mr. Beville. Vote: Ayes. At this point, regarding the trash pad, Mr. Turnbough explained that the location is at the upstream end of an existing drainage channel and above the flow elevations within the drainage channel. Mr. Peoni agreed that it will not impede the flow, but said that it does get into the bank of the ditch, according to their drawings. Mr. Hoover moved to grant the waiver request and direct the City Attorney's office to prepare an encroachment agreement for the trash pad as located on the plans, subject to the usual terms and conditions. Second by Mr. Beville. Vote: Ayes. As to the landscaping on the west side, Mr. Peoni again noted that the bank of the ditch was his concern. He suggested that there be a separate performance bond for erosion control, which would not be released until there is a full stand of grass and staff is assured that the bank is stable. Mr. Hoover moved to grant the landscape encroachment waiver and direct staff to prepare an encroachment agreement for landscaping along the drainage easement on the west side of the property, that it would extend no further west than the western boundary of the trash pad, and that we have a separate erosion control performance guarantee to be released upon approval of the Board. Second by Mr. Beville. Vote: Ayes.

For Endress & Hauser – 2006 Addition, Charles Coyle of Force Design, Inc. approached the Board to request acceptance of performance guarantees, acceptance of the Inspection & Testing Agreement, a waiver to allow dry detention, acceptance of public right-of-way and acceptance of a Grant of Limited Drainage Easement. Mr. Peoni explained that the original items were not in place in time to review before the meeting. He recommends that a waiver for dry detention be allowed once some minor items are taken care of. Mr. Hoover moved to:

- 1) Accept a performance guarantee in the amount of \$565,658 for the installation of the private dirtwork, storm sewer and erosion control at the Endress & Hauser – 2006 Addition site.

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- 2) Accept the Inspection & Testing Agreement for all items except sanitary sewers and accept the 50% upfront fee.
- 3) Allow the waiver for dry detention. The drainage calculations have been reviewed; however, there are still items of concern. Once all items of concern are addressed and submitted for final review and approval, the Engineering Department recommends allowing the waiver for dry detention (i.e., operations and maintenance manuals for water quality structures, Johnson County Drainage Board approval, plan revisions to address all final drainage comments).
- 4) Accept and execute the Dedication of Public Right-of-Way along C.R. 750 North (Worthsville Road).
- 5) Accept and execute a Grant of Limited Drainage Easement for the detention facility at this site, all contingent upon:
 - a. Receipt of and then review and approval of the performance guarantee by both the Engineering & Law departments.
 - b. Receipt of the Inspection & Testing Agreement and the 50% fee.
 - c. Receipt of and then review and approval of the legal descriptions and graphic exhibits by the Engineering Department for both the public right-of-way and the Grant of Limited Drainage Easement.
 - d. Preparation of the body of the documents by the Law Department for both the public right-of-way and the Grant of Limited Drainage Easement and authorizing the Mayor to sign on behalf of the Board once they are in the proper form.

Second by Mr. Beville. Vote: Ayes.

Mr. Coyle then asked for acknowledgement of private improvements and release of the performance bond for those improvements for Nachi America, Inc. – 2004 Expansion. Mr. Beville moved to:

- 1) Acknowledge that the private improvements of dirtwork, storm sewers and erosion control have been installed in reasonable compliance with the approved design plans for the Nachi America, Inc. – 2004 Expansion site.
- 2) Release performance bond #K06806077 from Westchester Fire Insurance Company in the amount of \$163,759 for the installation of the private dirtwork, storm sewers and erosion control at the Nachi America, Inc. – 2004 Expansion site.

Second by Mr. Hoover. Vote: Ayes.

Joseph Calderon of Bose, McKinney & Evans appeared on behalf of Clark Pleasant Community Schools to discuss storm water drainage. Clark Pleasant is proposing to build a new elementary school on the southwest corner of Stones Crossing Road and CR 125W. They are in the process of getting this parcel annexed into the City. The Johnson County Drainage Board has required that they show how the off-site drainage is working and asked for easements from the offsite property owners. After hearing that this would be reducing the flow (Mr. Calderon indicated they would be going through three subdivisions), the Drainage Board said that the Board of Public Works & Safety must agree on the record that Greenwood will not allow any more “hard taps” into this storm water system without the consent of the Drainage Board. Graham Lewis, engineer on the project, was present to answer questions and showed the route of the drainage. This led to discussion of future development plans by Clark Pleasant. Mr. Hoover moved to state that the City of Greenwood will not permit any new storm water hard taps beyond the 92- and 46-acre parcels without approval of the Johnson County Drainage Board (namely, the school system’s property and the off-site property to the south). Second by Mr. Beville. Staff will prepare a letter summarizing this. Vote: Ayes.

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Arnie Kaptain, Office Manager of the Sanitation Billing Office, came forward about a refund request that was brought up last month regarding Ranger Petroleum, LLC. Mr. Hoover recalled that the Board had asked the utility consultant to research this request and report back to the Board. Consultant Pat Sherman told the Board that he had consulted with the City Attorney and Mr. Kaptain. They suggest a billing period for reimbursement of no greater than one year, with the first six months to be in the form of credit against future billing and the last six months to be where refunds can be drawn. Mr. Sherman asked that the Board adopt this policy and that this request adhere to that policy. In response to Mr. Hoover, Mr. Sherman clarified that this 12-month period of time has to do with the amount of time that would elapse from the time the leak started to the time the utility was notified. It is also suggested using billing averages six months before and six months after the leak. Mr. Sherman thought that for a new billing, the Sanitation Billing Office could provide information to the Board to help them make a determination. Mr. Kaptain told the Board that the situation before the Board today is unusual, as typically most residents or businesses notify the Sanitation Billing office within a month, with a maximum of two or three months. Also, typically an average has already developed when the problem occurs. In this situation, construction was done when the company took it over in 2003, and their bill was always that high. In July, 2005 when the Sanitation Billing office was notified that there had been a leak that was repaired, it was only then that a new average began to appear, said Mr. Kaptain. Mr. Hoover then moved to adopt the policy as recommended and asked that the City Attorney draft this in written form, with computation of the average at the discretion of the Board – six months before or after the leak is found. Second by Mr. Beville. Keith Rader, manager of the company, requested a full refund in this case, since the water was not in the sewer system. He explained that there had been a prior leak under the parking lot, which was not repaired properly, and this caused another leak. Vote: Ayes. Motion carried.

Street Superintendent Greg Owens reported on quotes for 2006 paint for road surfaces – 1,200 gallons of white and 1,200 gallons of yellow. There were three quotes, as follows:

Sherwin Williams	\$7.05/gallon for both colors	\$16,920 total
MAB	\$6.75/gallon-white, \$8.25/gallon-yellow	\$18,000 total
MGI	\$8.80/gallon-white, \$9.05/gallon-yellow	\$21,420 total

At Mr. Owens' recommendation, Mr. Beville moved to allow the purchase from Sherwin Williams for \$16,920. Second by Mr. Hoover. Vote: Ayes.

On his Status of Tasks, Mr. Peoni first brought forward Inspection & Testing Agreements, both for sanitary sewers and for all other improvements, for Homecoming at University Park, Section 7. Mr. Beville moved to accept these Inspection & Testing Agreements for Homecoming at University Park, Section 7 and to ratify acceptance of the 50% upfront fee. Second by Mr. Hoover. Vote: Ayes.

Mr. Peoni also presented two Inspection & Testing Agreements for Homecoming at University Park, Section 9. Mr. Beville moved to accept both Inspection & Testing Agreements for Homecoming at University Park, Section 9 and to ratify acceptance of the 50% fee. Second by Mr. Hoover. Vote: Ayes.

For the Villages at Grassy Creek, Section 8 Mr. Peoni again presented Inspection & Testing Agreements, both for sanitary sewer and for all other improvements. Mr. Hoover moved to accept the Inspection & Testing Agreements for the Villages at Grassy Creek, Section 8 and ratify acceptance of the 50% fee. Second by Mr. Beville. Vote: Ayes.

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Mr. Peoni next referred to a bid tab sheet for the Valle Vista Reconstruction Project – Phase 2 (in attachments of this meeting). He reminded the Board that this would include all of the streets east of Hacienda Drive and is about the same length as the 2004 project, with maybe 1,000 additional feet of street in this phase. The engineer's estimate was just over \$1.4 million. Mr. Peoni pointed out that the low bid was from Milestone Contractors at \$1,422,493 – within about 1% of the estimate. The bids from four companies were opened Tuesday, March 7th at 2:00 p.m. and Mr. Peoni told the Board that he had not had a chance to review the numbers. The City Attorney will review the paperwork. At his recommendation, Mr. Beville moved to tentatively award the contract for the Valle Vista Reconstruction Project – Phase 2 to Milestone, subject to final review of the documents and the numbers by staff. Second by Mr. Hoover. Vote: Ayes.

As an update, Mr. Peoni had distributed the new street inventory list, the annual submittal to I.N.D.O.T. The total is greater by 11.85 miles in the new list.

Mr. Beville moved to accept the claims as submitted through March 9th. Second by Mr. Hoover. Vote: Ayes.

With no further business, the meeting adjourned at 9:55 a.m.

Charles E. Henderson, Mayor

Kathie Fritz, Deputy Clerk